

## COUNCIL MANAGEMENT AGREEMENT

AGREEMENT made this 14<sup>th</sup> day of June, 2018 (the "effective date"), by and between the Aerospace Maintenance Council, Inc. (hereinafter "AMC"), and Crystal Maguire (hereinafter "Maguire").

### (1) MANAGEMENT SERVICES

AMC hereby engages Maguire to provide management services, including coordination of the Aerospace Maintenance Competition, as specifically described in Exhibit A hereto. AMC acknowledges that Maguire is not providing legal services under this agreement and therefore no attorney-client relationship exists between Maguire and AMC.

Maguire shall provide office space and equipment, which will remain under Maguire's exclusive control, needed to manage the affairs of AMC. AMC's business address will be located in the city where Maguire resides.

Prior to the commencement of AMC's fiscal year, AMC shall adopt an operating budget for such fiscal year. Such budget, in form and level of detail as shall be mutually agreed upon between Maguire and AMC, shall be duly adopted by AMC's Board of Directors. Maguire shall monitor the budget as part of its monthly financial reporting obligation to AMC's Treasurer, and will run AMC affairs in accordance with that approved budget.

Maguire is hereby authorized to handle funds on behalf of AMC. Maguire shall deposit all monies received by Maguire for AMC's account into such accounts. Maguire and the AMC President will be the sole signatories on all AMC accounts.

Maguire shall have authority to negotiate and enter into agreements for the purchase of goods and services reasonably necessary to and in the ordinary course of AMC's business, provided that such agreements are consistent with AMC's approved budget. Maguire shall not purchase any goods or services for the account of AMC from any entity related to Maguire without first disclosing to AMC the fact and nature of such relationship.

### (2) COMPENSATION

#### (a) Retainer

Maguire will make available four hundred (400) hours a year to perform the services set forth in Paragraph 1 hereof and Exhibit A hereto. In exchange for those services AMC shall pay to Maguire a retainer of \$2,500 per month, beginning on the effective date. The retainer shall be payable via electronic funds transfer from AMC's bank account to Maguire's bank account on the first day of each month.

#### (b) Invoices

Invoices will be provided on a monthly basis and will include a description of work performed, the number of hours expended, and the number of hours remaining for the year under the retainer agreement.

#### (c) Renegotiations

If at any time during the term of this Agreement AMC or Maguire determines that the scope or level of Maguire's services described in Paragraph 1 or in Exhibit A should be modified, Maguire and AMC shall negotiate in good

faith, an appropriate increase or decrease in the retainer, or a separate fee as consideration for any additional or increased level of services or hourly expenditure.

**(3) REIMBURSEMENT OF EXPENSES**

AMC shall reimburse Maguire for any expenses incurred by Maguire on behalf of AMC and for ancillary services provided by Maguire to AMC as budgeted or authorized by AMC and as set forth in Exhibit B hereof. Maguire shall itemize billing and submit reasonable documentation for expenditures. Purchases and expenditures incurred by Maguire on behalf of AMC shall be billed to AMC at Maguire's cost with no markup. Maguire's invoices for expenses are payable by AMC within 30 days.

Maguire shall receive no rebates, commissions or credits for purchases, expenditures or arrangements made with an outside vendor for AMC by Maguire and billed by the vendor directly to AMC or a party designated by AMC without AMC's express acknowledgment and consent. Rewards points earned on Maguire credit cards shall not be considered rebates, commissions or credits for purposes of this paragraph.

**(4) TERM OF AGREEMENT**

This Agreement shall commence on the effective date and shall continue until terminated by either party.

**(5) TERMINATION**

(a) Termination

Either party may terminate this agreement with or without cause upon ninety (90) days written notice, or other mutually agreed-upon date.

(b) Effect of Notice of Termination

The retainer shall be prorated to and including the day of termination. All expenses incurred pursuant to Paragraph 3 shall be payable in full. Any other obligation due and owing by either party to the other at the time of termination shall remain in full force and effect and shall survive termination of this Agreement until such obligation is satisfied, unless otherwise agreed in writing by both parties.

Through 6 PM ET on the day of termination, Maguire shall be obligated to maintain a full level of service to AMC and to cooperate fully with AMC in the effectuation of a transition plan provided by AMC.

In the event that AMC gives or receives notice of termination hereunder, AMC shall immediately have the right, but not the obligation, to engage or appoint a person or entity to monitor Maguire's management activities during any cure or notice period. The appointment of such a monitor, who shall be permitted to enter Maguire's offices during normal business hours, shall not relieve Maguire of her responsibility to manage AMC's affairs prudently and consistently with good business practices.

(c) Rights and Obligations upon Termination

Within thirty (30) business days of the effective date of termination of this Agreement, Maguire shall deliver to the president of AMC, or to such person or location as directed by the president of AMC, all AMC records, documents, materials and other tangibles in her keeping in whatever form maintained and stored.

Maguire shall not keep or allow use of any copies or duplications of such records, documents or materials except samples of non-confidential materials which Maguire may retain for her own purposes.

With respect to electronic information, Maguire shall provide AMC with all data at the discretion of AMC, either (a) in readable, generic form, or (b) in a form readable by the software programs used by Maguire. Maguire also shall provide AMC with database information in a readable software program. In addition, Maguire shall provide AMC with the identity and supplier of all software programs used by Maguire for AMC matters. Maguire shall also provide AMC with assistance as requested by AMC, including descriptions of data formats, required for AMC to obtain the same software used by Maguire or to transfer AMC data contained in Maguire's computer system to other software without manual re-entry of information; AMC shall reimburse Maguire for any costs incurred by Maguire in providing such assistance. Maguire shall maintain AMC computer data for a period of twenty four (24) months following the effective date of termination of this Agreement, at which time Maguire shall delete all AMC data from her computers.

#### **(6) OWNERSHIP OF MATERIALS AND INFORMATION**

All materials and information entrusted to Maguire for the benefit of AMC pursuant to this Agreement are and shall be the sole property of AMC. Such materials include without limitation AMC's membership and prospect lists, conference registration lists, other mailing lists, copyrights, trademarks, files, financial records and similar property or information now existing or acquired during the term of this Agreement. Should the Agreement be terminated, all such materials and information shall be delivered by Maguire to AMC or to such person or entity as may be designated by AMC in writing.

AMC and Maguire agree that all procedures, systems, forms and computer programs used by Maguire in providing services to AMC hereunder (with the exception of such procedures, systems or computer programs which were purchased by AMC or purchased by Maguire and charged to AMC, which items shall be considered the sole property of AMC) are the property of Maguire and may be further used by Maguire at any time for any purposes it requires.

#### **(7) INDEPENDENT CONTRACTOR RELATIONSHIP**

Maguire acknowledges that she is engaged as an independent contractor hereunder and that she shall not be considered an employee of AMC for any purpose under any statute, rule or regulation. Maguire agrees to indemnify and hold AMC harmless from and to defend AMC against any claim based upon an assertion that

Maguire is an employee of AMC, including, without limitation, any claim for withholding tax, unemployment tax, social security payments, worker's compensation or other similar taxes or payments.

**(8) COPYRIGHT**

Maguire hereby grants a license in perpetuity to AMC for all publication and website content produced by Maguire for the benefit of AMC pursuant to this agreement. However, Maguire shall retain ownership of all intellectual property produced for AMC and AMC acknowledges that it is Maguire's standard practice to share content between client organizations.

**(9) CONFIDENTIALITY AGREEMENT**

Maguire agrees to preserve and protect the confidentiality of the proprietary and confidential information relating to AMC's finances and administration, including, but not limited to, mailing lists, financial statements and budgets, Board of Directors meeting minutes, and other similar data. Both during and after the term of this Agreement, Maguire agrees not to disclose or disseminate such information to any third party (unless contemplated by this Agreement), and not to use such information for her own benefit, or for the benefit of any third party, without the prior written consent of AMC.

All such proprietary and confidential information used or generated during the course of Maguire's engagement by AMC is the property of AMC.

The foregoing obligations shall not apply to (a) information which, at the time of disclosure, was in the public domain; (b) information which Maguire can establish by reasonable proof was in her possession at the time of its disclosure by AMC or was subsequently and independently developed by Maguire who had no knowledge of the information; or (c) information required to be disclosed under compulsion of law.

**(10) INDEMNIFICATION**

AMC shall indemnify Maguire and hold her harmless from any losses, damages, claims, costs and expenses of any nature incurred as a result of actions taken prior to the effective date of this Agreement, or Maguire actions taken on behalf of AMC or resulting from Maguire's relationship with AMC, provided that AMC shall not be obligated hereunder with respect to (a) any action of Maguire not in the ordinary course of AMC's business and taken without AMC's knowledge and consent, or (b) any grossly negligent act or omission of Maguire.

Maguire shall indemnify AMC and hold it harmless from any losses, damages, claims, costs and expenses of any nature incurred as a result of (a) any action of Maguire not in the ordinary course of AMC's business and taken without AMC's knowledge and consent, or (b) any grossly negligent act or omission of Maguire.

**(11) INSURANCE**

AMC shall maintain adequate and appropriate general liability and council professional liability (board liability) insurance coverage during the term of this Agreement.

**(12) ARBITRATION**

In the event of a dispute between the parties in connection with this Agreement, the parties agree that the matter shall be submitted to final and binding arbitration before a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Council. Any such arbitration shall be held in Tulsa, Oklahoma or at such other location as the parties may agree. The prevailing party shall be entitled to reasonable attorney's fees, costs and disbursements in addition to other relief to which it may be entitled, provided that, if the prevailing party fails to recover the entire amount claimed, recovery of costs and fees shall be limited to the amount which bears the same relationship to the total costs and fees incurred by the prevailing party as the amount recovered bears to the amount claimed.

**(13) NOTICES**

Any notices given under this Agreement shall be delivered by email, return receipt requested, to the AMC president's and Maguire's email address. Notice shall be deemed given when first received by the other party or its agent.

**(14) ASSIGNMENT**

Neither party shall assign its rights hereunder to any person or entity without the prior written consent of the other party. The rights and obligations set forth in this Agreement are binding upon and shall inure to the benefit of the successors and permitted assigns of the parties.

**(15) GOVERNING LAW**

This Agreement shall be governed by the law of the Commonwealth of Virginia without regard to its choice of law rules.

**(16) ENTIRE AGREEMENT**

This Agreement and its Exhibits represent the entire agreement and understanding of the parties with respect to the subject matter hereof and supersede any prior or contemporaneous discussions, representations or agreements, oral or written, of the parties regarding this subject matter. This Agreement shall not be modified except by further writing signed by both parties.

**(17) SEVERABILITY**

If any provision contained herein is determined by a court of competent jurisdiction or an arbitration tribunal to be invalid or unenforceable, said determination shall not affect the validity and enforceability of the remaining

provisions hereof. The parties represent that they are not aware that any provision of the Agreement is invalid or unenforceable.

**(18) WAIVER**

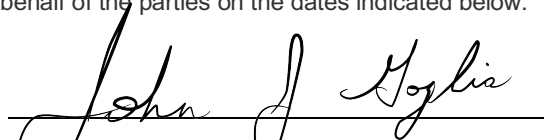
No waiver by either party, whether express or implied, of any right or obligation set forth in this Agreement, or any breach or default, shall constitute a continuing waiver of that or any other right, obligation, breach or default.

**(19) FORCE MAJEURE**

Neither party shall be in default hereunder by reason of its delay in performing or failure to perform any of its obligations hereunder if such delay or failure is caused by strikes, acts of God or the public enemy, riots, or interference by civil or military authorities, provided, however, that nonperformance hereunder shall be excused and shall not constitute a default for a maximum of thirty (30) days per qualifying event.

IN WITNESS WHEREOF, the undersigned, hereby certifying that they are authorized to do so, have executed this Agreement on behalf of the parties on the dates indicated below.

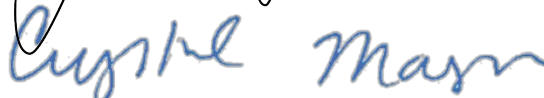
By AMC:

  
\_\_\_\_\_  
John Goglia, President

Date:

15 June 2018

By Maguire:

  
\_\_\_\_\_  
Crystal Maguire

Date:

15 June 2018

## EXHIBIT A: MANAGEMENT SERVICES

### (1) Board of Directors Management

- (a) Provide professional council management advice to officers and directors
- (b) Prepare meeting notices, agendas and meeting materials
- (c) Make all meeting site or telephone conference arrangements
- (d) Take, edit and distribute meeting minutes
- (e) Manage the election process for officers and directors

### (2) Financial and Business Management

- (a) Assist in the development of the annual budget
- (b) Manage accounts payable and receivable
- (c) Reconcile bank statements monthly
- (d) Prepare and disseminate monthly financial reports including profit and loss and balance sheet
- (e) Coordinate with third-party accountant to annual tax return and maintain liaison with accountant
- (f) Ensure timely annual federal, state and local corporate filings
- (g) Provide a sound fiscal cash management plan

### (3) Operations

- (a) Receive and distribute council communications
- (b) Execute contracts, agreements, commitments for and on behalf of AMC
- (c) Handle all council records including correspondence and corporate filings
- (d) Maintain contact database (sponsors, registrants, advertisers, etc.)
- (e) Develop and maintain website content

### (4) Aerospace Maintenance Competition Planning and Promotion

- (a) Negotiate and contract with facilities and service vendors
- (b) Receive and process registrations and sponsorships
- (c) Develop schedule of events
- (d) Conduct site inspections as required for prudent management
- (e) Develop and implement promotions
- (f) Manage hotel, presenters, and other service vendor relations
- (g) Handle registration processing and badge production
- (h) Provide meeting planning, coordination and appropriate on-site management
- (i) Produce necessary printed materials
- (j) Arrange for and supervise design, typesetting, printing and distribution services
- (k) Distribute promotional materials and sponsor solicitations via web and electronic mail

**EXHIBIT B: EXPENSES**

**(1) EXPENSES INCLUDED IN THE RETAINER FEE, EXCEPT AS OTHERWISE AGREED**

- (a) Office rent, utilities, repairs and maintenance
- (b) Office furnishings, fixtures and leasehold improvements
- (c) Office equipment and maintenance contracts
- (d) Telephone and voicemail equipment
- (e) Computer hardware and software, unless directed to purchase by AMC, in which case such hardware and software shall be considered the property of AMC
- (f) Computer maintenance and support contracts

**(2) EXPENSES NOT INCLUDED IN RETAINER FEE, EXCEPT AS OTHERWISE AGREED**

- (a) Office supplies and materials specifically for AMC
- (b) Postage, courier and shipping charges
- (c) Bank and financial processing fees
- (d) Website fees including domain name subscriptions and image licensing
- (e) Telephone lines authorized by AMC
- (f) Internet services and expenses
- (g) Conference calling system
- (h) Printing and photocopying
- (i) Subscription fees for newsletters, magazines and online resources
- (j) Membership dues for professional organizations
- (k) Travel expenses incurred on behalf of the council
- (l) General and board liability insurance
- (m) Fees for outside auditor and tax return preparer
- (n) Attorney fees for services performed for the council
- (o) Fees for consultants employed by the council, including accounting or auditing
- (p) Meeting expenses
- (q) Other services and materials authorized by the council